



T. Christopher Wharton – 13399
WHARTON LAW, PLLC
165 South Main Street, Suite 200
Salt Lake City, UT 84111
chris@whartonlawutah.com
Phone: 801-649-3529
Fax: 801-416-1879

Attorney for Respondent

THIRD JUDICIAL DISTRICT COURT – SALT LAKE
SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of:

DEREK HARRIS,
Petitioner,

and

AMANDA HARRIS,
Respondent.

DECREE OF DIVORCE

Case No.: 264901182
Comm.: MINAS
Judge: PEHRSON

The Court, having accepted the parties' Stipulation and Settlement Agreement, having made and entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised of the pleadings, now ORDERS, ADJUDGES, AND DECREES as follows:

1. Dissolution of Marriage. The marriage contract that existed by and between Petitioner Derek Harris ("Petitioner") and Respondent Amanda Harris ("Respondent") is hereby dissolved and the parties are awarded a Decree of Divorce as set forth below.

2. Children. Petitioner and Respondent are the parents of two (2) minor children: E.D.H., born June of 2008 and M.C.H., born June of 2010.

3. Legal Custody. The parties are awarded joint legal custody of the minor children. Significant decisions affecting the children, such as where the children will attend school, selection of health care providers, major health needs, whether the children need counseling, psychologists, or special education services, religious preference, driver's licenses, automobile ownership, changes in physical appearance, and the children's participation in activities, shall be discussed in advance between the parties and the parties will first make a good faith effort to reach an agreement. The parties shall attempt to reach a good faith resolution of any disagreements before involving a third party or the Court. If the parties cannot reach a resolution, the parties shall take the matter to mediation. If the parties cannot reach a resolution through mediation, the parties shall take the matter to court.

4. Physical Custody. The parties are awarded joint physical custody of the minor children, subject to the parenting plan below.

5. Parent-Time. Parent-time shall be set as the parties can agree. If the parties cannot agree, then they shall follow a week on/week off parent-time schedule, or the equal parent-time schedule outlined in Utah Code Ann. § 81-9-305. The parties currently exercise a split custody schedule, and the children shall not be required to stay together for parent-time. The parents

shall discuss and mutually agree on decisions regarding this discretionary opposite custody schedule.

6. Extended Summer Parent-Time. Each party is entitled to two (2) consecutive weeks of uninterrupted parent-time with the children during the summer in accordance with Utah Code § 81-9-305.

7. Holiday Parent-Time. Holiday parent-time shall be divided equally by agreement between the parties. If the parties cannot reach an agreement, the parties shall be awarded holidays pursuant to Utah Code Ann. § 81-9-302 with the Respondent being designated as the noncustodial parent for holiday parent-time purposes only.

8. Parenting Plan. The parties are ordered to adhere to the following Parenting Plan:

a. The parents shall communicate with each other primarily by text or e-mail when necessary to discuss an issue regarding the minor children. Phone calls shall be reserved for day of parent-time disputes or emergencies.

b. Both parents shall respond to emails or texts within twenty-four (24) hours.

c. If either parent feels a conversation is unproductive, or escalating, that party shall have the right to end the conversation.

d. Both parents shall be entitled to the children's medical, education, counseling, and other records.

- e.** The parents shall each have the responsibility to obtain information directly from schools, medical providers, or other activity or event providers. However, if one parent's contact information is the only source of contact for the provider or a parent has reason to know the other parent has not obtained certain information, that parent shall make a good faith effort to keep the other parent informed. This includes information concerning report cards, progress reports, school photos, school programs, parent-related activities, school calendars and schedules, as well as any details concerning extracurricular, religious, or community activities.
- f.** Both parents shall be allowed to attend any event featuring a child, even if he or she is not exercising parenting time with the child at the time of the event.
- g.** Parents shall immediately notify the other parent if a child has any significant health or medical issues. This includes information on check-ups, doctor's notes and reports, test results, etc.
- h.** Each parent shall provide immediate notice to the other party if a child has a disciplinary or significant social issue at school.
- i.** Each parent shall immediately advise the other parent of any change of his or her address, e-mail address, telephone number, or other information pertinent to communication.

- j.** The parents shall at all times and in all communications remain civil with each other and not harass, threaten, demean or belittle each other.
- k.** Each parent shall hold the other parent in high esteem whenever the children are in his or her presence. The parents shall refrain from making derogatory or disparaging comments about or to the other parent when within the hearing of the children. The parents shall never act or speak in a way that might diminish the love and affection of the children toward the other parent, regardless of the truthfulness of the allegation.
- l.** The parents shall leave the past in the past to the fullest extent possible and show respect for the positive changes each party is making in their lives, on behalf of the children. The parties shall continue working together as cooperative parents and utilizing each other as a resource for the successful co-parenting of the children.
- m.** The parents shall not allow or encourage third parties to do those things which they themselves are prohibited from doing.
- n.** The parents shall not use the children to relay messages to the other party.
- o.** The parents shall not ask or instruct the children to keep secrets from the other party.

p. The parents shall not question the children about the other parent's activities, personal relationships, or finances.

q. The parents shall not discuss separation-related issues, child support, or other litigation issues in front of the children.

r. The parents shall provide appropriate overnight accommodations for the children including separate beds in his or her respective home.

s. Both parents shall be restrained from exposing the children to any excessive alcohol consumption, drug abuse of any kind, or inappropriate sexual activity or content.

t. The parents, rather than other relatives or significant others, shall take primary responsibility for setting expectations, establishing ground rules, and disciplining the children in their home.

u. Neither party shall disparage a party's significant other for any reason, including but not limited to race, religion, sexual orientation, or gender.

9. Transportation. The parties shall be reasonable in arranging for transportation of the children for purposes of parent-time.

10. Traveling with the Children. Whenever a minor child travels with either parent, the following will be provided to the other parent: detailed itinerary given at least two (2) weeks before domestic travel or sixty (60) days for international travel, including destinations, transportation carriers, accommodation addresses and contact information, name and telephone

number of a third person knowledgeable of the children's location, name and telephone of an agreed upon caregiver for any time the parent is not the caregiver, and a communication schedule if circumstances are appropriate.

11. Relocation. Neither party shall relocate more than 150 miles from the other party's current location. If a parent wishes to relocate more than 150 miles from the other party's current location, the parties are bound by the 60-day notice requirements of Utah Code Ann. § 81-9-209 and shall first attend mediation to discuss the intended relocation

12. Child Support. In accordance with the child support obligation worksheet for joint physical custody, Petitioner shall pay Respondent no less than \$594.00 in monthly child support.

a. The monthly child support shall be paid one-half ($\frac{1}{2}$) on or before the fifth (5th) day of each month, and the other one-half ($\frac{1}{2}$) on or before the twentieth (20th) day of each month, unless the receiving parent uses the Office of Recovery Services to collect support.

b. The party entitled to receive child support shall be entitled to mandatory income withholding relief and any federal and state tax refunds or rebates by the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support.

c. Unless the Court orders otherwise, support for the children terminates when: (i) a child becomes eighteen (18) years of age, or

has graduated from high school during the child's normal and expected year of graduation, whichever occurs later; or (ii) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. § 80-7-101 *et seq.*

d. Each of the parties is under mutual obligation to notify the other within ten (10) days of any change in monthly income. Under Utah Code Ann. § 81-6-212, the parties have a right to adjust the child support order by motion after three (3) years from the date of its entry if: (i) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah Child Support Guidelines, calculated using the appropriate child support worksheet; (ii) the difference is not of a temporary nature; and (iii) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. § 26B-9-211, if the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

e. The parties may agree to mutually waive the requirements to modify child support by filing a petition and obtaining an order from the court pursuant to Utah Code Ann. § 81-6-212, if the parties agree there has been a material change in circumstances. The parties

recognize that modifying child support by agreement without a court order may not be recognized by the Office of Recovery Services if enforcement of child support is sought by either party.

f. Pursuant to Utah Code Ann. § 81-6-212, if the parties do not agree to modify child support as set forth above, either party shall have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of thirty percent (30%) or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the children; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a fifteen percent (15%) or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children, other than those in common to both parties, may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

13. Children's Cell Phones and Car Insurance. The parties shall share the cost of expenses incurred on behalf of the minor children, such as cell phone plans and car insurance. The parties shall each be responsible for one-half of the minor children's portion of monthly cell phone and car insurance costs. Should the cost of either the car insurance or cell phone plans significantly exceed the cost of the other, the party in charge of that payment shall provide notice to the other party. Upon notice and written verification of the increased expense, the other party shall reimburse the other for half of the expense increase. E.H. turns eighteen (18) on June 16 and begins his senior year of high school in the fall. Each party shall continue to pay one-half of E.H.'s cell phone and car insurance expenses until he graduates from high school at the end of the 2026-2027 school year.

14. Childcare. No childcare costs shall be incurred. Any childcare costs incurred shall be the responsibility of the party engaging childcare services.

15. Children's Healthcare Expenses. The parties shall divide equally all medical, dental, orthodontic, vision, psychological, or other healthcare expenses incurred on behalf of the minor children. Healthcare expenses include insurance premiums as well as out-of-pocket costs. Respondent currently provides primary medical insurance for the minor children and she shall continue to do so. Written proof of any such expenses and any changes in the healthcare provider shall be provided to the other parent within thirty (30) calendar days, pursuant to Utah Code Ann. 78B-12-215. Reimbursement

by the other party shall be made within thirty (30) days of receiving the verification of incurred expenses.

16. Petitioner's Insurance Coverage. Petitioner is currently covered under Respondent's health insurance plan and may remain on the plan through December 31, 2026, if permitted by the terms of the plan. Petitioner shall reimburse Respondent for the portion of the health insurance premium attributable to his coverage. Beginning January 1, 2027, or earlier if Petitioner is no longer eligible for coverage under Respondent's health insurance plan, Petitioner shall be solely responsible for obtaining and paying for his own health insurance coverage.

17. Children's Extracurricular Activities. Both parties shall be responsible for one-half ($\frac{1}{2}$) of any out-of-pocket costs incurred for any extracurricular activities in which both parties agree the minor children may be involved. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and will be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses.

18. Taxes. The parties shall alternate claiming the tax credits for the minor children, with Petitioner claiming E.D.H. every year and Respondent claiming M.C.H. every year. When only one child is eligible for the credit, the parties shall alternate with Respondent claiming the child the first such year.

Neither party may claim the credit unless that party has fully paid all child support obligations by December 31 of that year.

19. Outstanding tax debt is owed for the 2024 tax year in the amount of \$57,564.55. Petitioner agrees that he will make a payment of \$57,564.55 to Respondent within fourteen (14) days of entry of the Decree of Divorce in this matter. Respondent will pay the IRS debt directly.

20. Real Property. The marital real property located at 1435 Yale Ave, Salt Lake City, UT 84105 is being sold and the proceeds shall be divided equally between the parties after paying off any and all encumbrances associated with the home.

21. Any costs of mutually agreed upon repairs or remodels made prior to the sale of the home shall be split evenly between the parties.

22. The Respondent's real property located at 831 Green Street, Salt Lake City, UT 84102 is awarded to Respondent as her sole and separate property, free and clear of any claim or interest of Petitioner. Petitioner shall be divested of any right, title, or interest in the Property, with no equalization payment or offset awarded to him.

23. Personal Property. Personal property items are awarded as follows:

- a.** Petitioner shall receive:
 - i.** All personal property items which Petitioner acquired prior to the marriage;

- ii. All personal property items gifted solely to Petitioner during the marriage;
- iii. All of Petitioner's clothes, personal items, and effects.

b. Respondent shall receive:

- i. All personal property items which Respondent acquired prior to the marriage;
- ii. All personal property items gifted solely to Respondent during the marriage;
- iii. All of Respondent's clothes, personal items, and effect.

c. All other personal marital property not identified above shall be divided equitably between the parties as they may agree.

24. Vehicles. During the course of the marriage, Petitioner and Respondent acquired motor vehicles, which are divided as follows:

- a. 2018 Landrover Discovery.** This vehicle shall be awarded to Respondent, free and clear of any claim by Petitioner.
- b. 2015 GMC Sierra 3500.** This vehicle shall be awarded to Petitioner, free and clear of any claim by Respondent.
- c. 2017 Subaru Outback.** This vehicle is currently in Respondent's name only and was purchased for the parties' adult daughter, London Harris, to drive. This vehicle title shall be transferred

into London's name with all expenses related to the car being her responsibility.

d. Flatbed Trailer. This trailer shall be sold with any proceeds divided evenly between the parties (50/50).

25. Retirement and Long-Term Savings Plans. Each party is awarded their respective retirement accounts, free and clear of any claim by the other. The parties also have a joint Roth IRA account with about \$5,000.00. Petitioner is awarded this account and all funds associated with it.

26. Debts. The parties are unaware of any joint debts between them. If any such debts exist, payment of those debts shall be the responsibility of the party incurring the debt.

27. Bank Accounts. Each party is awarded any account(s) held in their respective name only. Respondent is awarded \$189,000.00 from the parties' joint savings account. Payment of the \$189,000.00 shall be made to Respondent within fourteen (14) days of the execution of the agreement. Petitioner is awarded any remaining funds in this savings account and this account shall be closed.

28. Alimony. Neither party is awarded alimony from the other, now or in the future.

29. Attorney Fees. Each party shall be responsible for their own attorney's fees and costs associated with this matter.

30. Mutual Restraining Order. Both Petitioner and Respondent are mutually restrained from any harassment, annoying, stalking, or publicly disparaging the other party. Each party is restrained from allowing third parties to engage in conduct the parties themselves are restrained from engaging in. In the event a third party engages in such conduct, the parties shall be under a mutual obligation to immediately remove the children from the presence of such third party.

31. Default. In the event that a party defaults in their obligations hereunder, the party in default shall be liable to the other party for all reasonable expenses, including reasonable attorney's fees, incurred in the enforcement of the obligations of this Decree.

32. Implementation. Petitioner and Respondent are ordered to sign and fully execute any documents necessary for the implementation of the Divorce Decree. Should a party fail to execute a document within sixty (60) days of the entry of the Divorce Decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask the Court to appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

33. Modification. Prior to filing any petition to modify any provision of the final Decree of Divorce, the parties shall attempt to resolve the issue through mediation.

DATED AND SIGNED ABOVE BY THE COURT

Approved as to form:

/s/ Mark R. Anderson*

Mark R. Anderson
Attorney for Petitioner

*Electronic signature added by T. Christopher Wharton with express permission of the signer given via email on 08/25/2026.

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, a true and correct copy of the above Decree of Divorce was sent to Counsel for Petitioner on the date indicated below. Notice of objections must be submitted to the Court and counsel within seven (7) days after service. Should no objections be submitted to the Court and counsel within seven (7) days after service, this document will be presented to the Court for entry and signature.

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of August 2026, I caused a true and complete copy of the foregoing Decree of Divorce to be sent to the following:

Mark R. Anderson
Attorney for Petitioner

Via e-mail attachment

/s/ Chandler Miles

Chandler Miles
Paralegal